

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Classic Optical Laboratories, Inc. with a principal place of business in 3710 Belmont Avenue, Youngstown, OH 44505 (hereafter called "Contractor"). The Contractor's form of business organization is a corporation. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of providing eyeglasses to Vermont Medicaid beneficiaries. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$222,180.00.
4. **Contract Term.** The period of Contractor's performance shall begin on July 1, 2015 and end on June 30, 2016 with the option to renew for three (3) additional one-year terms as mutually agreed upon between the State and the Contractor.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.

Approval by the Secretary of Administration is not required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 60 days in advance.
8. **Attachments.** This contract consists of 42 pages including the following attachments, which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - Customary State Contract provisions
 - Attachment E - Business Associate Agreement
 - Attachment F - Customary Contract Provisions of the Agency of Human Services
 - Appendix 1 - Price and Frame Schedule

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment C
- 3). Attachment A
- 4). Attachment B
- 5). Attachment E
- 6). Attachment F
- 7). Appendix 1

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

Steven Costantino, Commissioner Date
312 Hurricane Lane
Williston, VT 05403
Steven.Costantino@state.vt.us
802-879-5900

Dawn Friedkin, Chief Operating Officer Date
3710 Belmont Avenue
Youngstown, Ohio 44505
DFriedkin@classicoptical.com
888-522-2020

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

ATTACHMENT A SPECIFICATION OF WORK TO BE PERFORMED

1. ACRONYMS & DEFINITIONS

AHS	Vermont Agency of Human Services
Contractor	Classic Optical
CMS	Centers for Medicare and Medicaid Services
DVHA	Department of Vermont Health Access
Eyeglass Provider	Classic Optical
Eyeglasses	Reference includes eyeglasses, lenses, frames, and related parts
HCPCS	Healthcare Common Procedure Coding System
HIPAA	Health Insurance Portability and Accountability Act of 1996
HP	HP Enterprise Services, the State's contracted Medicaid fiscal agent for claims processing, etc.
MCO	Managed Care Organization; DVHA is a Medicaid Managed Care Organization
Medicaid	Vermont Medicaid
MMIS	Medicaid Management Information System (claims payment system)
PA	Prior Authorization
SFY	State Fiscal Year
State	State of Vermont
UID	Vermont Medicaid beneficiary's unique identification number (up to 8 digits)
Vision Care Devices	The provision of eyeglasses, lenses and frames to correct impaired vision
Vision Service	Medicaid enrolled (prescribing/dispensing) ophthalmologists, optometrists, opticians Providers and licensed physicians

2. PROGRAM DESCRIPTION

2.1. EYEGLASS & VISION CARE SERVICES: Eyeglasses, lenses, frames, cases and associated replacement parts are a covered benefit for eligible Medicaid beneficiaries and are to be provided under the resulting contract with DVHA. Vision service providers must procure eyeglasses, frames, lenses, cases and replacement parts from the single source Contractor.

2.2. BENEFICIARY ELIGIBILITY: Medicaid coverage of eyewear is limited to beneficiaries under the age of 21. Vision care services are provided to beneficiaries of any age.

Vision service providers (Vermont Medicaid enrolled ophthalmologists, physicians, optometrists and opticians) will verify Medicaid eligibility for eyeglasses, frames and lenses before issuing/sending a prescription/order to the eyeglass Contractor.

The eyeglass Contractor will process all orders received and is responsible for verifying that the beneficiary is Medicaid eligible for eyeglasses, lenses, and frames before making the eyeglasses or processing the order. If the beneficiary was not eligible for the benefit on the date the prescription/order was issued, the eyeglass Contractor will not be paid by Medicaid.

Additionally, any duplicate order or incorrect prescriptions will be the responsibility of the vision service provider for payment to the Contractor. The amount charged by the Contractor for such orders is outside of the provisions of this contract.

Verification of eligibility is obtained by accessing the information on the Vermont Medicaid Portal <http://www.vtmedicaid.com/Interactive/login2.html> or the voice response system (VRS) at HP (fiscal agent for DVHA/Medicaid) at (800) 925-1706 or (802) 878-7871.

2.3. EYEGLASS COVERAGE Eyeglasses that have been pre-approved for coverage are limited to a prescription for frames and lenses every two years (Note - all frames and lenses for beneficiaries age 21 and older are suspended indefinitely).

2.3.1. CONDITIONS FOR COVERAGE (Medicaid Rule, 7316

<http://humanservices.vermont.gov/on-line-rules/dvha/medicaid-covered-services-7100-7700/view>)

Coverage is limited to one pair of glasses every two years per beneficiary. Earlier replacement is limited to the following circumstances

- When eyeglasses (frames or lenses) have been lost or broken beyond repair. (Dispensing providers will make the decision about being broken beyond repair or visual acuity being compromised.) Lenses that have been scratched will require a Prior Authorization.
- When a change of at least one-half diopter in lens strength is documented by the dispensing provider on the Medicaid order form.

2.4. PRIOR AUTHORIZATION REQUIREMENTS

Eyeglass services will be furnished by the Contractor only upon receipt of a properly completed order form and prior authorization (PA), if applicable, as determined by current Medicaid and DVHA policy. The vision service provider will be responsible for obtaining prior authorization from the DVHA Clinical Unit. The Contractor is responsible for verifying that PA was received.

Certain HCPCS codes will require PA. These may include, but are not limited to: deluxe frames; deluxe lens features; special lenses; photochromatic tint or other additions to lens; polarization, progressive lens.

Prior authorization is required for the following (Medicaid Rule 7316.4):

- special lenses;
- photo-sensitive lenses;
- the replacement of frames or lenses other than those that are broken or lost within the 24-month period.*

Prior authorization is required for replacement of eyeglasses earlier than the coverage limit of one pair of eyeglasses every two years per beneficiary when

- lenses are scratched to the extent that visual acuity is impaired. Vision service providers will make the clinical determination and document reason in regard to the eyeglasses, lenses or frames being broken beyond repair or visual acuity being compromised *
- a change of at least one-half diopter in lens strength is certified by the vision service provider on the order form.

Add-ons (tinting, anti-reflective lenses, etc.) will require Prior Authorization (PA).

Prior authorization for medical necessity for new contract frame that is too small (outgrown) will be considered.

Prior authorization is NOT required if eyeglasses are lost or broken beyond repair.*

If only the lens(es) is damaged, the original frame must be used when replacing the lens(es). If only the frame is broken and there is no damage to the lenses, only the frame may be replaced.

*** Contract shall use the modifier KX on all billings for replacements due to breakage or loss**

Notice of Decision The external distribution by DVHA of the Notice of Decision following the Prior Authorization request is directly mailed to each of the following to expedite the process: 1) the beneficiary, 2) the vision service provider and 3) the eye glass Contractor.

Date of Service The date of service (DOS) must fall within the Start / Stop dates as determined by the DVHA Clinical Unit on the Notice of Decision.

- 2.5. ORDERS FROM QUALIFIED PROVIDERS:** Eye and vision care services must be provided by a licensed physician or optometrist certified to participate in Vermont Medicaid. An optician, optometrist or ophthalmologist enrolled with Vermont Medicaid can provide eyeglass-dispensing services.

Medicaid vision service providers will submit orders/prescriptions directly to the eyeglass Contractor. Eligibility verification is required for the recipient listed. Prior authorization (PA) number, if applicable, is the responsibility of the vision service provider; however, the Contractor is responsible for monitoring adherence to Medicaid Rule and PA requirements as stated in Medicaid Rule, this agreement, and Vision Care clinical guidelines - <http://dvha.vermont.gov/for-providers/clinical-coverage-guidelines>

- 2.6.** All orders/prescriptions from providers must be in writing and submitted to the Contractor. No telephone orders will be accepted.

- 2.7. PROVIDER PROCEDURE MANUALS** The Provider Manual and supplements including the CMS-1500 Manual, are available on the DVHA web site <http://DVHA.vermont.gov/for-providers/provider-manuals>.

3. CONTRACTOR RESPONSIBILITIES:

- 3.1.** The Contractor must have the ability to successfully supply eyeglasses, lenses, frames, cases and component parts for repairs and replacements, and to perform all of the functions and responsibilities as set forth in this agreement. Materials supplied under a resulting contract will be first quality and in strict adherence to current industry guidelines regarding quality and safety.
- 3.2. Sample Frame Kits** The Contractor will assemble sample frame kits for display, representing frame styles and colors available under the contract. Subject to the approval of DVHA, a pre-selected kit will be available at the quoted kit cost submitted with the bid response, to providers who request one. The eyeglass Contractor may charge the provider for the cost of the frame kit and the provider is responsible for payment. A one-time charge for the kit of \$150 will be offered to providers. Additional frames may be purchased at \$10/non-flexure style frame and \$20/flexure frame. DVHA will not be responsible for payment of any costs associated with frame kits.
- 3.3. Communication and Support to Vision Service Providers** Where practical, the Contractor will, thirty (30) days prior to the start of contract:
- 1) notify enrolled active vision care providers in writing regarding the contract and all pertinent information related to the contract, such as ordering and processing information, Contractor contacts, frames available, forms, etc.;
 - 2) provide a complete, detailed list of Vermont Medicaid frames to vision service providers, free of charge;
 - 3) the eyeglass Contractor will provide frame information and assistance to dispensing providers on procedures and ordering throughout the term of any resulting contract.
- 3.4.** The Contractor is encouraged to propose methods and work proactively with DVHA to positively impact health outcomes, manage the eyeglass benefit and reduce costs to the Medicaid program.

3.5. Contractor must complete a Provider Enrollment Form at the time of contract award or provide proof of enrollment in Vermont Medicaid.

3.6. Frames Considerations for frames include that they be lightweight, strong, durable and include some options that are flexible and of substantial materials with sturdy hinge structure without adding bulk as submitted in the frame kit. Frames offered must be suitable for females and males under age 21 years and be fashionable and current. The Contractor is encouraged to propose options and will provide information to substantiate their frames proposals.

3.6.1. Frame Quality and Durability

DVHA desires to contract for frames that offer durability, quality and features that can help to reduce costs for the Medicaid program by helping to reduce the incidents of breakage to frames and the number of replacement frames supplied to beneficiaries due to breakage. Some considerations include hinge structure, such as spring hinges that allow the temples to flex outward, away from the frames, without causing any damage and/or sturdy spring structure, and 'memory metal', such as flexon, and other strong and flexible frame materials. Stronger, durable materials will stand up to use by children who are hard on their eyeglasses while not adding weight, thickness or bulkiness to the eyeglasses. Wraparound temples, known as "cable temples," will be offered for metal frames and are helpful to keep glasses in place on toddlers and others.

3.6.2. Frame Standards

The Contractor shall offer a selection of frames with a good representation of sizes and colors appropriate to ages 0 to 21, male and female. Variety and selection of frame styles will include suitable zyl (plastic) and metal frames of first quality, colors, eye sizes, bridge sizes, which ensure that the frame fits the nose and temple lengths. Frames must be current and readily available. Frames furnished will meet the current American National Standard Z80.5.

All frames must meet current federal and state requirements and be sturdy and of good quality and demonstrate durability to help reduce the need for replacement of frames due to breakage. Frames may be from one manufacturer or from a mix of manufacturers and must be frames that are also available to the public. No discontinued or close-out frames or special "Medicaid" frames are permitted in this agreement.

All frames must be offered in at least two (2) eye sizes, where practical. The Contractor is responsible for choosing the appropriate or popular sizes for each frame. The Contractor is also responsible for providing a variety of shapes, colors and styles for each age and gender category. At least one of the toddler frame styles shall have regular temple pieces. Adjustable temple bands are acceptable for one of the styles. A range of color choices must be made available within a style, gender and age category. Frame material must contain no scratches, fissures, bubbles, discoloration, or other defects in workmanship.

A list of frames by age and gender, specifying the two eye sizes, where practical, and a list of color choices per frame must be included with the bid and on the form provided. Contractor will provide a written explanation of the reasons for the frame selections provided that meet the requirements and specifications of this agreement.

Standard frames available under this agreement will be billed at \$2.00 using HCPCS code V2020.

All frame, lens and complete eyeglasses must include a case to protect the eyeglasses during shipping and for use after receipt by the user and will be billed under HCPCS code V2756. Eyeglass cases under this agreement will be billed at \$0.01 using HCPCS code V2756.

NOTE: The Contractor may be asked to provide deluxe/non-standard frames if the vision service provider receives prior authorization from the DVHA Clinical Unit. These frames would be billed using HCPCS code V2025. Reimbursement will be at a price negotiated with the DVHA at the time of PA request. PA will be required for all non-contract frames.

The eyeglass Contractor will maintain an adequate supply of frames to meet delivery requirements.

3.6.3. Frame Substitution/Potential Problems

If at any time during the term of the contract a frame listed in the bid is to be discontinued by the manufacturer, the Contractor is required to substitute another frame of equal quality and durability at the same price as the discontinued frame, subject to approval by DVHA. The DVHA must be notified in writing at least 30 days in advance of the change. The eyeglass Contractor must notify vision care providers and will pay the cost of such notification.

The eyeglass Contractor will notify DVHA of any potential problems in providing eyeglasses, lenses, frames, etc.

3.6.4. Frame Guarantee, Replacement & Repairs

Manufacturer warranties will be stated for frames proposed. As a general guideline, if the cost to repair is greater than 50% of the cost of new frames, a new frame is indicated.

Except as provided under the "Guarantee" clause, the Contractor will not be required to provide eyeglass repairs under the contract.

Guarantee: If within ninety (90) days after delivery an article furnished under the contract is found to be unsatisfactory due to Contractor error, defective workmanship and/or materials, the same will be corrected, adjusted or replaced by the Contractor, as necessary, without cost to the State or the vision service provider or beneficiary. Such articles will be mailed at the Contractor's expense.

Errors made by prescribing providers regarding the prescriptions are not the responsibility of the Contractor. If the patient cannot wear glasses due to a prescribing or refracting error, neither the Contractor nor the State will be held responsible for replacement. The vision service provider will be responsible. However, if it is a Contractor error, the Contractor will be responsible for replacement.

3.6.5. Annual Frame Review Sixty days prior to the renewal time or annually, the State has the option to request a selection of new styles of frames to replace underutilized frames. The Contractor shall provide an itemized list of all the frames that were purchased during each year of the contract. The new replacement frames for the Sample Kit will be provided at the sample frame kit rates specified earlier in this Attachment.

Throughout the term of the contract, vision service providers may communicate unsolicited reports on the general quality of the products and services relating to the DVHA eyeglass contract to DVHA. The DVHA eyeglass contract administrator reserves the right to have any contracted frame replaced with one of better quality at the contracted price when reports from vision service providers exceed 3, within a 6 month period, about any specific frame. Any frames or lenses rejected due to nonconformity to the terms or specifications of the contract, whether held by the State or returned, will be at the Contractor's risk and expense.

3.7. LENSES

3.7.1. Lens Standards

All lenses supplied must be first quality ophthalmic lenses. Lens material is limited to polycarbonate, as prescribed, including single vision, bifocal and trifocal lenses. Final manufacturing process will be done by a U.S. manufacturer and must meet current standards set by the American National Standards Institute (ANSI) Z80.1.

Lenses will have a factory-applied scratch resistant coating on both sides of the lens as a standard feature or have a built-in scratch-resistant coating.

3.7.2. Lens Mounting Requirements

Lenses ordered with contract frames under this agreement shall be hardened; edged and mounted in frames under the contract. There must be no additional charge for edging lenses for use with metal frames.

Where lenses alone are ordered and the vision care provider sends along a frame that is not part of the contract, the Contractor shall not mount these lenses without Prior Authorization.

Frames sent by a vision care provider to Contractor must be sent by traceable means. The Contractor assumes no liability for frames lost in transit.

There shall be no frames provided to beneficiaries that were not included in the initial frame submission via the RFP process, unless the frames are approved by the State.

3.7.3. Cosmetic Consideration

In the interest of appearance and cosmetics, DVHA will consider Prior Authorization when requested by the prescribing provider for special surfaced high (+) lenses. This may be a consideration for lenses to correct hyperopia in the higher powers (over a +3) when lens thickness may affect appearance. The PA request to get surfacing applies when lenses may be thick.

3.7.4. Lens Replacement Requirements

If a beneficiary's lenses are lost, broken or scratched to the extent that visual acuity is compromised (determined by dispensing provider), the eyeglass Contractor shall replace the lenses at the contracted price. If the lenses are from frames not covered under the contract and the lenses cannot be adapted to the frames, then a new pair of lenses and frames must be ordered and dispensed. Contractor shall use the modifier KX on all replacements due to breakage or loss.

3.7.5. Inspection, Defects & Errors

The eyeglass Contractor shall complete all orders according to vision care provider instructions. The Contractor is responsible for inspection and assuring the product shipped meets requirements (bench adjustments, axis, etc.). The Contractor shall replace, at no cost to DVHA, lenses containing defects or errors caused in the provision of lenses. Such defects or errors include, but are not limited to, lenses which are broken, scratched or chipped when received by the provider or lenses which deviate from the provider's prescription beyond deviation standards permitted by the current ANSI Z80.1 standard.

The provider shall return such defective lenses to the Contractor within seven (7) days of receipt, noting the nature of the defect. The Contractor shall assume all shipping and handling charges for materials returned due to Contractor error, defect or damage

3.7.6. Special Lenses & Miscellaneous Services

The Contractor shall supply special lenses and miscellaneous services as necessary to complete a

prescription order. Prior Authorization (PA) may be required. It is the responsibility of the Contractor to verify that a PA number was received by the vision service provider and is on the order form.

3.8. CASES

Eyeglass cases are a requirement for this contract. Contractor will include one case, to help protect the eyeglasses during shipping and for use by the eyeglass recipient, with each pair of eyeglasses supplied under the contract. Color and other options should be stated with the proposal.

4. ORDER REVIEW / PROCESSING AND CLAIMS

The Contractor will submit the CMS-1500 claim forms or HIPAA 837 file transfer directly to DVHA's fiscal agent, HP Enterprise Services, for electronic claims processing for payment.

Orders/prescriptions received by the Contractor must be date/time stamped upon receipt. An electronic date/time stamp is sufficient to meet this requirement. The Contractor will retain a copy of each order received.

Upon receipt of each order, the Contractor will review each order for completeness and conformity with Vermont Medicaid Rule and program policy and procedure. Prior authorization (PA) requirements must be adhered to by vision service providers and Contractor. Discrepancies must be resolved prior to dispensing. If forms are improperly completed or illegible, the Contractor shall attempt to clarify the information with the ordering vision care provider by telephone. If the necessary information cannot be reasonably obtained by telephone, the incomplete or illegible form shall be returned to the vision service provider within three (3) business days with an explanation of the reason for return. Processing time will begin once all discrepancies have been resolved. Contractor will review and resolve all discrepancies upon receipt of order.

The Contractor's copy must be date/time stamped with the time the order was shipped. An electronic date/time stamp is sufficient to meet this requirement.

Contractor must have staff available by phone to interact with vision service providers regarding orders. Contractor should refer Medicaid Rule and DVHA policy and procedure questions to appropriate DVHA staff.

Orders/prescriptions must be retained for 7 years.

5. SHIPPING COSTS

The Contractor will be responsible for all shipping and handling costs relating to ordering and delivery of eyeglasses, lenses, frames and related parts under this contract. No additional charges are allowed beyond bid prices.

6. CONTACT INFORMATION

The eyeglass Contractor shall maintain a toll-free telephone number accessible from Vermont, New Hampshire, New York and Massachusetts. Live voice response and hours of operation will include 8:00 a.m. through 4:30 p.m. Eastern Standard Time, Monday through Friday excluding holidays. The Contractor will specify primary contact regarding this agreement.

7. DELIVERY REQUIREMENTS

The eyeglass Contractor shall fill all orders and ship to the ordering provider within six working days of receiving the order with a properly completed prescription. The first of the six working days will be the work day immediately following the date the order is received; orders shall be electronically date-stamped by the Contractor on the date of receipt. The Contractor will maintain a delivery system to ensure orders are completed and delivered within these timeframes. The Contractor shall promptly notify the vision service

provider in instances when a prescription will require more than six working days for completion. The eyeglass Contractor must notify the vision care provider within 48 hours of receipt of order if the prescription cannot be filled as requested.

The eyeglass Contractor will inspect materials with strict adherence to current ANSI Z80.1 standard and correct any issues prior to shipping. Successful delivery also includes proper packaging to ensure no damage occurs in transit and the correct material is shipped within the specified period.

All goods specified will be shipped, prepaid and individually, per prescription order; however, if multiple orders are received from the same provider, and the order can be filled within the delivery time frame, orders may be combined.

8. REPORTING & AUDIT REQUIREMENTS

The Contractor will provide the State/DVHA with a detailed summary report which includes the quantity of goods provided under the contract. Reports will be provided to DVHA on a quarterly basis. The reports must, at minimum, include:

- reporting period dates
- Date of report
- Quantity of lenses, frames and parts by HCPCS codes
- Total number of frames with lenses
- Total number of frames without lenses
- Total number of frames by frame name/data itemizing frame style selections
- Number of orders filled as a result of provider error
- Number of orders filled as a result of Contractor error.
- Number of KX modifiers
- Number of oversized frames.
- Number of orders within 6 day timeframes and beyond 6 days. Average days report.
- Orders over 6 days and reason for over 6 days.
- Number of frames provided for ages under 6 years old.
- Materials by V codes

The Contractor will deliver quarterly and annual reports to DVHA, with reports delivered no more than 15 days after the end of the reporting period. The reports will be submitted in electronic reporting format to:

Daljit Clark, Eyeglass Contract Administrator
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston VT 05495
Email: daljit.clark@state.vt.us

The Contractor shall maintain files and records of orders, prescriptions and related information for seven years after and make those available upon request.

9. BILLING REQUIREMENTS

The Contractor will bill directly to Vermont Medicaid. Provider reimbursement will be made through the Medicaid Management Information System (MMIS) operated by the state's fiscal agent, HP Enterprise Services (HP). The Contractor shall submit a CMS-1500 claim form to HP for payment. The cost of eyeglasses

cases, code V2756 is \$0.00, but will be billed to HP at \$0.01.

10. OTHER CONTRACTOR DUTIES

10.1 Training

The Contractor will submit a plan for training or otherwise communicating to vision service providers the procedure for ordering eyeglasses under the contract. This will be required within 7 days of contract notification. Notification of training and communication is the responsibility of the Contractor.

10.2 Communications

All Contractor communications with providers regarding provisions of the contract will be submitted to DVHA prior to dissemination. The Contractor is responsible for all associated costs.

10.3 Liaison

The Contractor shall effect and maintain liaison with and fully cooperate with designated DVHA personnel with respect to the direction and performance of contractual responsibilities.

10.4 Performance/Problem Reporting

The Contractor shall, no later than three days after the discovery of any problem that may jeopardize the successful completion of its contractual responsibilities and obligations, notify DVHA in writing regarding the problem and including a recommendation for expeditious resolution.

10.5 Suspected Fraud, Waste & Abuse

The DVHA's Program Integrity (PI) Unit strives to ensure that Medicaid funds are utilized appropriately through the identification and reduction of Medicaid fraud, waste and abuse. Quality control measures designed to control rising costs and protect diminishing state resources help protect the integrity of the Medicaid program. The provider shall refer to DVHA any suspected fraudulent or abusive practices encountered by the provider in the performance of its contractual responsibilities. The provider shall provide, on a timely basis, any documentation possessed by the provider which may be necessary to investigate or document suspected instances of Medicaid fraud or abuse. Additional information and a reporting form is located at <http://DVHA.vermont.gov/for-providers/program-integrity-reporting-suspected-fraud-waste-and-abuse>

10.6 Security

The Contractor will ensure that all eligibility information is confidentially and securely maintained in conformity with applicable state and federal requirements and the safety and security of all information, data, and procedures is protected in the performance of the contract. All hardware and software used to support operations shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

11. DVHA RESPONSIBILITIES

11.1 Purchase of Materials

The DVHA shall reimburse the Contractor resulting from this RFP for eyeglass materials as described under this agreement, as ordered by enrolled Medicaid providers as Vermont Medicaid Program benefits for eligible beneficiaries.

11.2 Payment

The DVHA, through its fiscal agent, shall render full payment to the Contractor in accordance with all applicable provisions of the Vermont Medicaid State Plan.

11.3 Policy Changes

The DVHA will notify the Contractor of any policy changes that might affect the volume of materials to be dispensed prior to implementation.

11.4 Provider List

The DVHA can provide the Contractor with a list of Medicaid-enrolled vision care providers. Currently, there are approximately 130 enrolled active vision care providers. Currently, a small percentage of those dispense eyeglasses to Vermont Medicaid beneficiaries.

11.5 Prior Authorization List

The DVHA will provide the Contractor with a list of vision codes that require PA. This information is also available to all providers online <http://dvha.vermont.gov/for-providers/claims-processing-1>

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for services specified in Attachment A, for services actually performed, up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

The provider will bill directly to Vermont Medicaid. Provider reimbursement will be made through the Medicaid Management Information System (MMIS) operated by the state fiscal agent, Electronic Data Systems (EDS). The provider shall submit a claim/billing invoice to EDS for each order completed.

The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

The pricing under this Agreement is listed in Appendix I.

Cable conversion ends and temple length variations are at no charge when accompanied by an order for a frame or temples.

The total maximum amount payable under this contract shall not exceed \$222,180.00.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers'

compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$N/A per occurrence, and \$N/A aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or

characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department of Vermont Health Access ("Covered Entity") and Classic Optical ("Business Associate") as of July 1, 2015 ("Effective Date"). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

"Breach" means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

"Business Associate shall have the meaning given in 45 CFR § 160.103.

"Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

"Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

"Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

"Subcontractor" means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the

Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its

employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in

section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. **Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. **Return/Destruction of PHI.**

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. **Penalties and Training.** Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all

PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 5/5/15)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. Agency of Human Services – Field Services Directors will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. 2-1-1 Data Base: The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. Medicaid Program Contractors:

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All Contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. Non-discrimination Based on National Origin as evidenced by Limited English Proficiency. The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required

to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Appendix I – Pricing Sheet

Note: quantity of 1 may be 1 or 0.

Lenses - Single Vision		Polycarbonate (each price)	Quantity Estimate (from SFY2014)	Cost (price X quantity)
Code	Procedural Description			
V2020	Standard Frames (priced at \$0.00 in SFY 2014)	\$ 2.00	5585	11,170
V2100	Sphere, single vision, plano to plus or minus 4.00, per lens	\$ 2.00	3,900	7,800
V2101	Sphere, single vision, plus or minus 4.12 to plus or minus 7.00d, per lens	\$ 2.00	320	640
V2102	Sphere, single vision, plus or minus 7.12 to plus or minus 20.00d, per lens	\$ 2.00	40	80
V2103	Sphero-cylinder, single vision, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens	\$ 2.00	5,150	10,300
V2104	Sphero-cylinder, single vision, plano to plus or minus 4.00d sphere, 2.12 to 4.00d cylinder, per lens	\$ 2.00	530	1,060
V2105	Sphero-cylinder, single vision, plano to plus or minus 4.00d sphere, 4.25 to 6.00d cylinder, per lens	\$ 2.00	90	180
V2106	Sphero-cylinder, single vision, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens	\$ 2.00	0	0
V2107	Sphero-cylinder, single vision, plus or minus 4.25 to plus or minus 7.00 sphere, 0.12 to 2.00d cylinder, per lens	\$ 2.00	525	1,050
V2108	Sphero-cylinder, single vision, plus or minus 4.25d to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens	\$ 2.00	125	250
V2109	Sphero-cylinder, single vision, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens	\$ 2.00	30	60
V2110	Sphero-cylinder, single vision, plus or minus 4.25 to 7.00d sphere, over 6.00d cylinder, per lens	\$ 2.00	5	10
V2111	Sphero-cylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens	\$ 2.00	70	140
V2112	Sphero-cylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25d to 4.00d cylinder, per lens	\$ 2.00	35	70

V2113	Sphero-cylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 4.25 to 6.00d, cylinder per lens	\$	2.00	5	10
V2114	Sphero-cylinder, single vision, sphere over plus or minus 12.00d, per lens	\$	2.00	5	10
V2115	Lenticular (myodisc), per lens, single vision	\$	40.00	0	0
V2118	Aniseikonic lens, single vision	\$	40.00	0	0
V2121	Lenticular lens, per lens, single	\$	40.00	5	200
V2199*	Not otherwise classified, single vision lens	\$	0.00	0	0
Subtotal for Single Vision Lenses					
LENSES - Bifocal					
Code	Procedural Description	Polycarbonate (each price)		Quantity Estimate (from SFY2014)	Cost (price X quantity)
V2200	Sphere, bifocal, plano to plus or minus 4.00d, per lens	\$	5.00	145	725
V2201	Sphere, bifocal, plus or minus 4.12 to plus or minus 7.00d, per lens	\$	5.00	10	50
V2202	Sphere, bifocal, plus or minus 7.12 to plus or minus 20.00d, per lens	\$	5.00	10	50
V2203	Sphero-cylinder, bifocal, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens	\$	5.00	200	1,000
V2204	Sphero-cylinder, bifocal, plano to plus or minus 4.00d sphere, 2.12 to 4.00d cylinder, per lens	\$	5.00	20	100
V2205	Sphero-cylinder, bifocal, plano to plus or minus 4.00d sphere, 4.25 to 6.00d cylinder, per lens	\$	5.00	0	0
V2206	Sphero-cylinder, bifocal, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens	\$	5.00	0	0
V2207	Sphero-cylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 0.12 to 2.00d cylinder, per lens	\$	5.00	20	100
V2208	Sphero-cylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 2.12 to	\$	5.00	5	25

	4.00d cylinder, per lens					
V2209	Spheroeylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens	\$	5.00	0	0	0
V2210	Spheroeylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, over 6.00d cylinder, per lens	\$	5.00	0	0	0
V2211	Spheroeylinder, bifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens	\$	5.00	5	25	25
V2212	Spheroeylinder, bifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25 to 4.00d cylinder, per lens	\$	5.00	5	25	25
V2213	Spheroeylinder. bifocal, plus or minus 7.25 to plus or minus 12.00d sphere 425 to 6.00d cylinder, per lens	\$	5.00	0	0	0
V2214	Spheroeylinder, bifocal, sphere over plus or minus 12.00d, per lens	\$	5.00	0	0	0
V2215	Lenticular (myodisc), per lens, bifocal	\$	40.00	0	0	0
V2218	Aniseikonic, per lens, bifocal	\$	40.00	0	0	0
V2219	Bifocal seg width over 28mm	\$	18.00	0	0	0
V2220	Bifocal add over 3.25d	\$	18.00	0	0	0
V2221	Lenticular lens, per lens, bifocal	\$	50.00	5	250	250
V2299 *	Specialty bifocal (by report)	\$	0.00	0	0	0
Subtotal for Bifocal Lenses						
LENSES - Trifocal						
Code	Procedural Description	Polycarbonate (each price)		Quantity Estimate (from SFY2014)		Cost (price X quantity)
V2300	Sphere, trifocal, plano to plus or minus 4.00d, per lens	\$	10.00	0	0	0
V2301	Sphere, trifocal, plus or minus 4.12 to plus or minus 7.00d per lens	\$	10.00	0	0	0
V2302	Sphere, trifocal, plus or minus 7.12 to plus or minus 20.00, per lens	\$	10.00	0	0	0
V2303	Spheroeylinder, trifocal, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens	\$	10.00	0	0	0
V2304	Spheroeylinder, trifocal, plano to plus or minus 4.00d sphere, 2.25 to 4.00d cylinder, per lens	\$	10.00	0	0	0

V2305	Spherocylinder, trifocal, plano to plus or minus 4.00d sphere, 4.25 to 6.00 cylinder, per lens	\$	10.00	0	0
V2306	Spherocylinder, trifocal, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens	\$	10.00	0	0
V2307	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 0.12 to 2.00d cylinder, per lens	\$	10.00	0	0
V2308	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens	\$	10.00	0	0
V2309	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens	\$	10.00	0	0
V2310	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, over 6.00d cylinder, per lens	\$	10.00	0	0
V2311	Spherocylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens	\$	10.00	0	0
V2312	Spherocylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25 to 4.00d cylinder, per lens	\$	10.00	0	0
V2313	Spherocylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 4.25 to 6.00d cylinder, per lens	\$	10.00	0	0
V2314	Spherocylinder, trifocal, sphere over plus or minus 12.00d, per lens	\$	10.00	0	0
V2315	Lenticular, (myodisc), per lens, trifocal	\$	40.00	0	0
V2318	Aniseikonic lens, trifocal	\$	40.00	0	0
V2319	Trifocal seg width over 28 mm	\$	18.00	0	0
V2320	Trifocal add over 3.25d	\$	18.00	0	0
V2321	Lenticular lens, per lens, trifocal	\$	40.00	0	0
V2399 *	Specialty trifocal (by report)	\$	0.00	0	0
Subtotal for Trifocal Lenses					0

LENSES - Variable/Miscellaneous		Polycarbonate (each price)	Quantity Estimate (from SFY2014)	Cost (price X quantity)
Variable Asphericity Lenses				
Code	Procedural Description			
V2410	Variable asphericity lens, single vision, full field, glass or plastic, per lens	\$ 30.00	5	150
V2430	Variable asphericity lens, bifocal, full field, glass or plastic, per lens	\$ 50.00	0	0
V2499	Variable sphericity lens, other type	\$ 75.00	0	0
Miscellaneous				
V2700	Balance lens, per lens	\$ 10.00	0	0
V2702	Deluxe lens feature	\$ 50.00	0	0
V2710	Slab off prism, glass or plastic, per lens	\$ 30.00	0	0
V2715	Prism, per lens	\$ 3.00	125	375
V2718	Press-on lens, Fresnel prism, per lens	\$ 30.00	0	0
V2730	Special base curve, glass or plastic, per lens	\$ 10.00	0	0
V2744	Tint, photochromatic, per lens	\$ 20.00	10	200
V2745	Addition to lens; tint, any color, solid, gradient or equal, excludes photochromatic, any lens material, per lens	\$ 6.00	5	30
V2756	Eye glass case	\$ -	6,200	0
V2760	Scratch resistant coating, per lens	\$ 6.00	0	0
V2762	Polarization, any lens material, per lens	\$ 20.00	0	0
V2780	Oversize lens, per lens	\$ 6.00	40	240

V2781	Progressive lens, per lens	\$	15.00	10	150
V2784	Lens, polycarbonate or equal, any index, per lens	\$	11.00	5,700	62,700
V2799 *	Vision Service, miscellaneous	\$	0.00	0	0
Subtotal for Variable/Miscellaneous					63,845

*These codes are priced on the DVHA Fee Schedule at \$100.00 maximum but will be paid at the billed rate if the billed rate amount is lower than \$100.00.

STANDARD FRAMES									
Estimated annual quantity of frames is 6,205 units									
PRICE FOR SAMPLE FRAME KIT \$150.00									
PRICE PER FRAME: \$2.00	Identifier/Description	Manufacturer, Item Name & Number	Toddler, Kids, or Teen/Adult	Gender or Unigender	Metal or Plastic (state the material)	Sizes Available (eye, bridge, temple)	Colors Available		
(1)	Standard V2020	Modern Optical, Care	Kids	Unigender	Plastic	42-15-125 44-15-130 46-15-135	Black/Crystal Navy/Crystal Pink/Crystal Purple/Crystal		
(2)	Standard V2020	Modern Optical, Carousel	Kids	Unigender	Plastic	43-17-125 45-17-130	Blue Brown Burgundy		
(3)	Standard V2020	Modern Optical, Cheerful	Kids	Unigender	Metal	40-18-120 18-125 44-18-130	Black Brown Demi Amber Gold Pink		
(4)	Standard V2020	Modern Optical, Dawn	Kids	Unigender	Metal	41-16-120 16-125 45-16-130	Satin Brown Satin Pink Satin Purple		
(5)	Standard V2020	Continental Optical, Exclusive 135	Kids	Unigender	Metal	46-20-135 50-20-140	Black Brown		

(6)	Standard V2020	Continental Optical, Exclusive 90	Kids	Unigender	Metal	42-21-135 44-21-140	Antique Gold Antique Silver Matte Blue
(7)	Standard V2020	Capri Optics, FX 1	Kids	Unigender	Metal, Flexible	46-19-140	Coffee Silver Ink
(8)	Standard V2020	Capri Optics, FX 15	Kids	Unigender	Metal, Flexible	47-19-140	Coffee Gunmetal Denim
(9)	Standard V2020	Capri Optics, FX 19	Kids	Unigender	Metal, Flexible	42-18-140	Coffee Ink Pink
(10)	Standard V2020	Capri Optics, FX 2	Kids	Unigender	Metal, Flexible	44-21-135	Black Coffee Gunmetal
(11)	Standard V2020	Capri Optics, FX 21	Kids	Unigender	Metal, Flexible	41-18-125	Coffee Ink Pink
(12)	Standard V2020	Modern Optical, Gift	Kids	Unigender	Plastic	47-17-135 49-17-140	Black/Crystal Brown/Crystal Purple/Brown
(13)	Standard V2020	Modern Optical, Hide & Seek	Kids	Unigender	Metal	42-19-125 44-19-130	Brown Navy Purple
(14)	Standard V2020	Capri Optics, Iris	Kids	Unigender	Metal	46-20-140 48-20-145	Brown Gold Midnight
(15)	Standard V2020	Capri Optics, Kensington	Kids	Unigender	Metal	45-19-135 47-19-140	Brown Black Gunmetal
(16)	Standard V2020	Capri Optics, Kiwi	Kids	Unigender	Metal	39-18-125 41-18-130	Coffee Ink Pink
(17)	Standard V2020	Modern Optical, Lollipop (Cable)	Kids	Unigender	Metal	39-20-130 41-20-135 43-20-140	Antique Brwn Demi Amber Rose

(18)	Standard V2020	Modern Optical, Lollipop (Skull)	Kids	Unigender	Metal	39-20-120 41-20-125 43- 20-130	Antique Brwn Demi Amber Rose
(19)	Standard V2020	Modern Optical, Ninja	Kids	Unigender	Metal	44-18-130 46-18-135	Matte Black Matte Blue Matte Brown Matte Burgundy Violet
(20)	Standard V2020	Capri Optics, PT 53	Kids	Unigender	Metal	47-18-140 49-18-145	Brown Black Burgundy
(21)	Standard V2020	Capri Optics, PT 61	Kids	Unigender	Metal	46-19-140 48-19-145	Coffee Gold
(22)	Standard V2020	Capri Optics, PT 62	Kids	Unigender	Metal	45-19-135 47- 19-140	Silver Burgundy Coffee
(23)	Standard V2020	Capri Optics, PT 79	Kids	Unigender	Metal	47-19-135 49-19-140	Brown Black Antique Pewter
(24)	Standard V2020	Capri Optics, PT 84	Kids	Unigender	Metal	42-17-125 45- 17-130 48-19- 135	Brown Black Blue
(25)	Standard V2020	Modern Optical, Pumpkin (Cable)	Kids	Unigender	Metal	40-16-130 42-16-135	Black Blue D.A.Antique Brown Gold
(26)	Standard V2020	Modern Optical, Pumpkin (Skull)	Kids	Unigender	Metal	40-16-120 42-16-125	Black Blue D.A.Antique Brown Gold
(27)	Standard V2020	Modern Optical, Randi	Kids	Unigender	Metal	44-16-125 46-16-130	Purple Satin Brown

								Satin Pink
(28)	Standard V2020	Modern Optical, Score	Kids	Unigender	Plastic	44-15-130 46-15-135	Black Tortoise	
(29)	Standard V2020	Modern Optical, Sneakers	Kids	Unigender	Plastic	42-18-125 18-130 45-47-18-135	Blonde Brown/Blue Wine/Grey	
(30)	Standard V2020	Modern Optical, Special	Kids	Unigender	Metal	46-20-130 48-20-135 50-20-140	Black Brown Violet	
(31)	Standard V2020	Modern Optical, Speckle	Kids	Unigender	Plastic	44-17-130 46-17-135	Blue Brown Purple	
(32)	Standard V2020	Modern Optical, Sporty	Kids	Unigender	Plastic	44-17-125 17-130	Black Crystal Blue Brown	
(33)	Standard V2020	Modern Optical, Tie-Dye	Kids	Unigender	Plastic	45-17-130 47-17-135	Tie-dye Blue Tie-dye Brown Tie-dye Purple	
(34)	Standard V2020	Modern Optical, Tori	Kids	Female	Plastic	44-15-130 46-15-135	Black Blue Brown Pink	

DELUXE FRAMES									
PRICE PER FRAME: \$ 30.00					PRICE FOR SAMPLE FRAME KIT \$N/A				
	Identifier/Description	Manufacturer, Item name & number	Toddler, Kids, or Teen/Adult	Gender or Unigender	Metal or Plastic (state the material)	Sizes Available (eye, bridge, temple)	Colors Available		
(1)	Deluxe V2025	Miraflex, Baby Lux	Toddler	Unigender	Plastic	38-12	See Chart I		
(2)	Deluxe V2025	Miraflex, Baby Lux 2	Kids	Unigender	Plastic	40-14	See Chart I		
(3)	Deluxe V2025	Miraflex, Baby One 37	Toddler	Unigender	Plastic	37-14	See Chart I		
(4)	Deluxe V2025	Miraflex, Baby One 44	Kids	Unigender	Plastic	44-16	See Chart I		
(5)	Deluxe V2025	Miraflex, Baby Plus	Kids	Unigender	Plastic	39-14	See Chart I		
(6)	Deluxe V2025	Miraflex, Baby Plus 2	Kids	Unigender	Plastic	42-14	See Chart I		
(7)	Deluxe V2025	Miraflex, Baby Zero	Toddler	Unigender	Plastic	31-15	See Chart I		
(8)	Deluxe V2025	Miraflex, Baby Zero 2	Toddler	Unigender	Plastic	34-15	See Chart I		
(9)	Deluxe V2025	Miraflex, Eva	Kids	Unigender	Plastic	43-15	See Chart I		
(10)	Deluxe V2025	Miraflex, Maxi Baby	Kids	Unigender	Plastic	38-12	See Chart I		
(11)	Deluxe V2025	Miraflex, Maxi Baby 2	Kids	Unigender	Plastic	40-15	See Chart I		
(12)	Deluxe V2025	Miraflex, Mini Baby	Toddler	Unigender	Plastic	33-11	See Chart I		
(13)	Deluxe V2025	Miraflex, New Baby 1	Kids	Unigender	Plastic	39-14	See Chart I		
(14)	Deluxe V2025	Miraflex, New Baby 2	Kids	Unigender	Plastic	42-14	See Chart I		
(15)	Deluxe V2025	Miraflex, New Baby 3	Kids	Unigender	Plastic	45-17	See Chart I		
(16)	Deluxe V2025	Miraflex, New Baby 4	Kids	Unigender	Plastic	47-17	See Chart I		
(17)	Deluxe V2025	Miraflex, Nick 50	Teen/Adult	Unigender	Plastic	50-19	See Chart I		
(18)	Deluxe V2025	Miraflex, Nick 52	Teen/Adult	Unigender	Plastic	52-19	See Chart I		
(19)	Deluxe V2025	Miraflex, Nicki 48	Teen/Adult	Unigender	Plastic	48-15,	See Chart I		

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							48-18	
(20)	Deluxe V2025	Specs4us, Model 1	Kids	Unigender	Metal		35-16-105, 38-16-110, 40-16-110	Brown, Pink, Navy, Violet
(21)	Deluxe V2025	Specs4us, Model 2	Kids	Unigender	Metal		40-16-110, 43-16-120, 46-16-125	Wine, Pink, Violet
(22)	Deluxe V2025	Specs4us, Model 3	Kids	Unigender	Metal		38-16-110, 40-16-110, 46-18-125	Blue Demi, Blue Light, Green Light, Violet
(23)	Deluxe V2025	Specs4us, Model 4	Kids	Unigender	Metal		41-16-115 43-16-120 46-18-125	Green Dark Gunmetal Lt Pink Pink Demi Navy
(24)	Deluxe V2025	Specs4us, Model 5	Teen/Adult	Unigender	Metal		48-18-125 51-18-125	Black Demi Brown/Silver Green Dark Gunmetal Lt
(25)	Deluxe V2025	Specs4us, Model 6	Kids	Unigender	Metal		33-15-110 35-16-105 38-16-110 41-16-115	Brown Blue Demi Gunmetal Lt. Pink
(26)	Deluxe V2025	Specs4us, Model 7	Kids	Unigender	Metal		42-16-120 45-16-120	Brown Navy Red Violet Dark
(27)	Deluxe V2025	Specs4us, Model 8	Kids	Unigender	Metal		43-16-120 46-18-125	Brown Brown/Silver Gold Demi Navy Orange/Silver

STATE OF VERMONT, CONTRACT FOR PERSONAL SERVICES
DEPARTMENT OF VERMONT HEALTH ACCESS
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(28)	Deluxe V2025	Specs4us, Model 9	Kids	Unigender	Metal	38-16-110 40-16-110 43-16-120 46-18-125 48-18-125	Green Dark Gunmetal Drk Pink Demi Wine Pink Antique Brown Brown/Silver
(29)	Deluxe V2025	Specs4us, Model 10	Kids	Unigender	Metal	43-16-120 46-18-125 48-18-125	Black Demi Brown Blue Light Wine
(30)	Deluxe V2025	Specs4us, Model 11	Kids	Unigender	Metal	38-16-105 40-16-120 43-16-120	Blue Bright Brown Black Shiny Wine Matte
(31)	Deluxe V2025	Specs4us, Model 12	Teen/Adult	Unigender	Metal	46-18-120 48-18-125	Blk/Gunmetal Dark BrownMedium/ Brown Dark Wine Matte
(32)	Deluxe V2025	Specs4us, Model 13	Teen/Adult	Unigender	Metal	43-16-120 46-20-125 48-22-130 51-22-130	Brown Matte Green Drk Wine Matte
(33)	Deluxe V2025	Specs4us, Model 14	Kids	Unigender	Metal	43-18-120, 46-20-125, 48-20-130	Brown/Silver Navy Violet

	Baby Zero 31/15	Baby Zero2 34/15	Baby One 37/14	Baby Lux 38/12	Baby Lux2 40/14	Baby One44 44/16	New Baby1 39/14	New Baby2 42/14	New Baby3 45/17	Mini Baby 33/11	Mari Baby 38/12	Maxi Baby2 40/15	Nicki Baby 43/15	Nick 52/19	Baby Plus 39/14	Baby Plus 2 42/14	Eva 43/15	New Baby 4 47/17	Nick 50/19
Flexible & Safe Color	BZ	BZ2	B1.37	MBL	MBL2	B1.44	NB1	NB2	NB3	M1	MB	MB2	N48	N52	BP	BP2	EV	NB4	N50
B - Pink	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	
BC - Clear Pink	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	
BCP - Clear Pink Pearl	X	X	X	X	X		X	X	X	X					X	X	X		
CP-Royal Blue			X	X	X	X	X	X	X		X				X	X	X		
D-Dark Blue	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	
DP - Dark Blue Pearl	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	
DS - Navy Blue	X	X	X	X	X	X	X	X	X	X		X	X		X	X	X	X	
E - Light Blue	X	X	X	X	X	X			X	X		X							
EC - Clear Blue	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X		
EP - Light Blue Pearl	X	X	X	X	X		X	X	X	X	X				X	X	X		
FC - Clear Beige	X	X	X	X	X		X	X		X					X	X			
HP - Yellow Pearl	X	X	X	X	X		X	X	X	X					X	X	X	X	
I - Red			X	X	X		X	X	X				X		X	X	X	X	
IN - Orange			X				X	X	X										
IP - Red Pearl		X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	
J - Dark Gray	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	
JC - Clear Gray	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	
JS - Black						X	X	X	X				X				X	X	
K - Burgundy							X	X	X				X						
KM - Burgundy Metallic			X	X	X	X	X	X	X					X			X	X	
KP - Burgundy Pearl	X		X	X	X	X	X	X	X	X	X		X		X	X	X	X	
L - Lavender	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X	X	
M - Milk Chocolate			X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	

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25/01/2015 15:00:00

•• Nick S2 While supplies last

Available Frame Color	Unavailable Frame Color	New Color	Available 2015 New Frames	Available
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Discontinued D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alli:Elmira Bond Dallas.certs@marsh.com
Marsh USA
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75201
101161-GAWXP-16-16

INSURED
Classic Optical Laboratories, Inc.
3710 Belmont Ave.
Youngstown, OH 44505

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Company

16535

INSURER B: Travelers Property Casualty Co. Of America

26674

INSURER C: N/A

N/A

INSURER D: N/A

N/A

INSURER E: Travelers Indemnity Co

26658

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

HOU-002367093-01

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLO 6182012-27	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		TC2J-CAP-749GS498-TIL-15	01/01/2015	01/01/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TC2J-UB-749GS447-TIL-15 (AOS)	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	TRK-UB-749GS459-IND-15 (AZ, MA, WI)	01/01/2015	01/01/2016	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an Additional Insured with respect to General Liability & Auto Liability, as required by written contract.

CERTIFICATE HOLDER

State of Vermont
Department of Vermont Health Access
312 Hurricane Lane
Wilmington, VT 05495-2807

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ACORD 25 (2010/05)

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